

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

APPROVING THE RECOMMENDATIONS OF THE AIRPORT BOARD       )  
REGARDING A THROUGH-THE-FENCE AGREEMENT                       ) Resolution # 13451  
WITH PETERSON ESTATES HOMEOWNERS' ASSOCIATIONS               )

WHEREAS, The Airport Board of the Ed Carlson Memorial Airport has recommended by its Resolution of November 20<sup>th</sup>, 2003 that the County take certain actions regarding a proposed agreement with a neighboring property owner; and

WHEREAS, the proposed agreement meets the standards and considerations put forth by the Airport Board, the Federal Aviation Administration, and the Board of County Commissioners; and

WHEREAS, the Ed Carlson Memorial Field - South County Airport will benefit from the fees that result from such an agreement; and

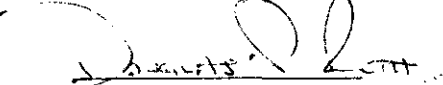
WHEREAS, the Airport will similarly benefit from the support and presence of aviation-minded residential neighbors, NOW THEREFORE

THE LEWIS COUNTY COMMISSION RESOLVES AS FOLLOWS:

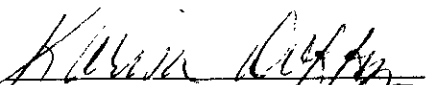
1. The "Through-the-Fence" Agreement attached to this resolution and signed by the parties is hereby approved; and
2. This Agreement shall be used as the standard for similar agreements should additional parties successfully propose and justify requests to also gain ingress and egress from the airport. The terms and conditions of the agreement shall be substantially followed, particularly with regard to fees paid for the right to access the airport.

DONE IN OPEN SESSION, this 1<sup>st</sup> day of December, 2003.

APPROVED AS TO FORM:


  
\_\_\_\_\_  
Jeremy Randolph,  
Prosecuting Attorney

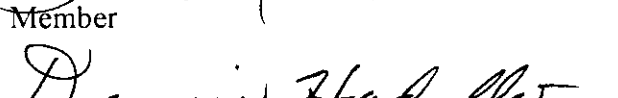
ATTEST:

  
\_\_\_\_\_  
Karisa Duffey, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

AFTER RECORDING RETURN TO:



AGR

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Lewis Co, WA

**"THROUGH-THE-FENCE" AGREEMENT**

**Reference Numbers:** \_\_\_\_\_

**Grantor: Lewis County**

**Grantee: Peterson Estates Homeowners' Association**

**THIS AGREEMENT** is entered into this 1st day of December, 2003, by and between **LEWIS COUNTY**, hereinafter referred to as "Grantor", and **THE PETERSON ESTATES HOMEOWNER'S ASSOCIATION**, a Washington nonprofit association, hereinafter referred to as "Grantee."

**WHEREAS**, Lewis County is the owner of the Ed Carlson Memorial Field - South Lewis County Airport (the "Airport"), formerly known as the Toledo-Winlock Airport, and

**WHEREAS**, The Peterson Estates Homeowner's Association (the "Association") is a Washington nonprofit association organized in accordance with the "Protective Covenants, Restrictions, Road Maintenance, and Easements for Plat of Peterson Estates" ("Peterson Estates"), recorded on August 20, 1997, under Lewis County Auditor's File No. 3025774, and

**WHEREAS**, the Association is empowered on behalf of the owners of all lots of the recorded Plat of Peterson Estates to enter into agreements for aircraft access to and from Peterson Estates and the airport, and

**WHEREAS**, the parties are desirous of entering into a written "Through-the-Fence" Agreement for aircraft access to the above described property of Grantee, subject to the terms and conditions set forth below, now, therefore,

**FOR CONSIDERATION** of a lump sum payment of \$20,000 and monthly fees as specified below , the parties agree as follows:

1. **Grant of Non-Exclusive Access.** The Grantor hereby grants and conveys to Grantee, its

Peterson Estates Through-the-Fence Agreement



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heirs, successors and assigns, permission for ingress to or egress from the airport as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

This access shall be non-exclusive and may, at Grantor's sole discretion, be granted to additional parties. Such ingress and egress shall be for the benefit of Grantee's property named above and the rights granted herein are specifically limited to said property.

2. **Term.** The term of this Agreement shall be twenty (20) years commencing the 1<sup>ST</sup> day of DECEMBER, 2003, and ending the 30<sup>TH</sup> day of NOVEMBER, 2023, unless sooner terminated or cancelled as herein provided.

Grantee shall have and is hereby given six (6) additional options to renew this grant of access for a period of five (5) years in each instance, to follow consecutively upon the expiration of the term hereof and any prior renewal period, upon the same terms and conditions. Each option to renew this grant of access shall be exercised by Grantees by giving written notice to Grantor not less than ninety (90) days prior to the expiration date of the initial term or the renewal period, as the case may be. Grantor shall not be obligated to grant the requested renewal if the Grantees are not then in compliance with the terms and conditions of this Agreement.

3. **Management.** Grantor hereby assigns and delegates the duties of managing the terms of this Agreement to the Ed Carlson Memorial Field - South Lewis County Airport Board, or such successor board as designated by Grantor, hereinafter termed the "Board".

4. **Notice.** Grantee shall designate a contact person to represent the Association and provide Grantor with an address, telephone, and email address for use in the administration of this agreement. Notices, correspondence, and other communication sent to the contact person shall constitute sufficient notice to the Association and each lot owner who is a member of the Association.

On January 1 of each year, beginning January 1, 2004, the Grantee will furnish the Board a list of homeowners required to pay the annual aviation use fee as set forth below. The aviation use fee shall be required for each homeowner who has substantially completed construction of a home and who will be using their property for aviation purposes during the coming year. The Grantee will also furnish the Board a list of homeowners who will not be required to pay the annual aviation fee due to their intent not to utilize aircraft access to the airport from the property.

Grantee acknowledges and agrees that no lots shall be used for the parking of aircraft except for aircraft belonging to lot owners. Visiting aircraft may not use this access, but shall park in designated